

EXHIBIT 1

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

SOBOBA BAND OF LUISEÑO INDIANS,
a federally-recognized Indian Tribe, on its
own behalf and on behalf of its individual
Citizens,

Plaintiff,

vs.

COUNTY OF RIVERSIDE, CALIFORNIA;

Defendant.

Case No.: 5:17-cv-01141-JGB-SP

SETTLEMENT AGREEMENT

Judge: Hon. Jesus G. Bernal

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between the COUNTY OF RIVERSIDE, its principals, agents, representatives, officials, and employees (hereinafter referred to collectively as "COUNTY") on the one hand and the SOBOBA BAND OF LUISEÑO INDIANS, its Tribal Council, principals, agents, representatives, and employees (hereinafter collectively referred to as "SOBOBA BAND") on the other hand, enter into the following Settlement Agreement. Hereinafter the parties to this action are collectively referred to as "THE PARTIES."

RECITALS

A. WHEREAS, the SOBOBA BAND is a federally recognized Indian

1 tribe, for which the United States of America holds the lands of the Soboba Indian
2 Reservation ("Reservation") in trust for the SOBOBA BAND;

3 B. WHEREAS, the lands of the Reservation are "Indian country" as
4 defined by 18 U.S.C. §§ 1151 and 1162 ("P.L. 83-280");

5 C. WHEREAS, the COUNTY is a subdivision of the State of California,
6 and the Riverside County Sheriff's Office ("RSO") is the COUNTY's law
7 enforcement agency;

8 D. WHEREAS, the RSO contracts with various cities within the
9 COUNTY to provide law enforcement services within those cities using RSO
10 personnel;

11 E. WHEREAS, During the period of May 26 through May 31, 2016,
12 agents of the RSO entered the Reservation to execute a search warrant (the
13 "warrant") at, among other locations, the SOBOBA BAND's Administration
14 Building, in connection with a felony criminal investigation ("the investigation");

15 F. WHEREAS, the warrant executed at the SOBOBA BAND's
16 Administration Building authorized the search and seizure of the SOBOBA
17 BAND's government computer servers on which RSO personnel believed video
18 surveillance footage relevant to the investigation was stored;

19 G. In executing the warrant, RSO entered the SOBOBA BAND'S
20 Administration Building. Instead of seizing and removing the SOBOBA BAND's
21 government computer servers, RSO personnel were able to copy video surveillance
22 footage with the assistance of the SOBOBA BAND's computer system personnel;

23 H. WHEREAS, the SOBOBA BAND filed this Action entitled *Soboba*
24 *Band of Luiseño Indians, et al., v. County of Riverside, et al.*, California Central
25 District Case No. SACV17-01141-JGB (SP) (the "Action"), seeking declaratory
26 and injunctive relief and monetary damages against the COUNTY and Sheriff Stan
27 Sniff, alleging that the COUNTY and SNIFF lacked jurisdiction to execute the
28 warrant;

I. WHEREAS, the PARTIES desire to resolve this dispute in a manner that will foster good relations between the COUNTY and the SOBOBA BAND, without the need for the Court to determine the underlying jurisdictional dispute between the PARTIES, and without requiring that the COUNTY admit to any wrongdoing, liability or legal violations on the part of the COUNTY or its personnel, or conceding the validity of any of SOBOBA BAND'S legal theories or claims, and for the sole purpose of resolving the Action and any claims relating thereto in an economic and efficient manner, THE PARTIES now desire to enter into this Agreement on the terms set forth herein.

TERMS

NOW, THEREFORE, for full and valuable consideration, the sufficiency of which is hereby acknowledged, and based upon the foregoing Recitals, and the terms, conditions, covenants, and agreements herein, THE PARTIES agree as follows:

1. Order for Continuing Jurisdiction and Effective Date.

Following the full execution of this Agreement by all Parties, THE PARTIES shall file with the Court in the Action the "[PROPOSED] Order re Settlement and Continuing Jurisdiction" attached hereto as Exhibit "A" (the "Order"). The obligations of THE PARTIES in the remaining sections of this Agreement, and the releases contained herein, shall become effective and operative on the date on which the Order is signed and entered by the Court, and shall be contingent upon the Court's signing and entry of the Order (hereinafter "Effective Date").

2. Incorporation of Recitals.

The representations in the above section of this Agreement, entitled "RECITALS", are hereby incorporated into and made a material part of the terms and representations of this Agreement.

///

1 3. Return of Certain Seized Materials.

2 The COUNTY shall return to SOBOBA BAND a full and complete copy of
3 all of the video surveillance files obtained from SOBOBA BAND'S government
4 servers during the May, 2016 execution of the Superior Court search warrant on the
5 premises of the Tribal Administration Building. The County shall maintain a copy
6 solely for purposes of the ongoing homicide investigation by RSO into the death of
7 Jerome Salgado. Such copy shall be maintained in confidence and used solely for
8 the purpose of conducting that investigation and any criminal prosecution(s)
9 resulting from that investigation. Upon conclusion of such prosecution(s), including
10 any appeals, all such files shall be returned to SOBOBA BAND in accordance with
11 Penal Code section 1536.

12 4. Acknowledgment of Jurisdiction.

13 SOBOBA BAND specifically acknowledges and agrees that 18 U.S.C. §
14 1162 vests the COUNTY with jurisdiction to enforce California's criminal laws
15 against individuals, including tribal citizens, on the Soboba Reservation, and that
16 law enforcement officers of the State of California and its subdivisions, including
17 Riverside County, may enter the lands of the Soboba Reservation for the purpose of
18 executing search or arrest warrants against individuals and residential premises on
19 the Soboba Reservation, subject to the same constitutional and statutory constraints
20 as would apply to entry onto privately-owned fee simple lands outside the Soboba
21 Reservation.

22 5. Status of Certain Lands.

23 The COUNTY acknowledges and agrees that the lands of the Soboba
24 Reservation east of the Soboba Department of Public Safety security kiosk on
25 Soboba Road are considered to have the same status as enclosed, privately-owned
26 lands outside the Soboba Reservation, and within which the Soboba Band and its
27 members residing on the Soboba Reservation have a reasonable expectation of
28 privacy, and thus that warrantless entry onto such lands is prohibited in the absence

1 of an invitation or prior authorization from the Soboba Tribal Council, the
2 existence of community caretaking circumstances or exigent circumstances, such as
3 hot pursuit of a fleeing felon, existence of an imminent threat of destruction of
4 evidence, the need to prevent a suspect's escape, or the risk of danger to law
5 enforcement officers or to other persons in a dwelling or other area to be searched
6 pursuant to a validly-issued search or arrest warrant.

7 6. County Law Enforcement Request to Search Soboba Band Property.

8 Should the need arise for the COUNTY law enforcement personnel,
9 including COUNTY law enforcement personnel acting under contract with any city
10 within the COUNTY, to search land, property, or facilities owned by the SOBOBA
11 BAND or to acquire or examine personal property of the SOBOBA BAND for law
12 enforcement purposes, except in exigent circumstances where prior notice or any
13 delay would jeopardize the safety of any individuals or risk loss or destruction of
14 the property to be searched or examined, the COUNTY shall request permission to
15 search or to receive personal property by sending such request in writing (including
16 via e-mail) to the Executive Director of the Soboba Tribal Gaming Commission for
17 personal property located at the Soboba Casino Resort, and to the Chairman of the
18 SOBOBA BAND for personal property located at the Tribal Administration
19 Building or elsewhere on the Soboba Reservation and used by the tribal
20 government. For purposes of this Paragraph 6, "personal property" shall include
21 the computer systems of the SOBOBA BAND and the video surveillance footage
22 recorded thereon. The written requests from the COUNTY are not required to
23 include confidential information. All such requests from COUNTY law
24 enforcement will be responded to by the Gaming Commission within 24 hours and
25 by the Tribal Chairman within two business days.

26 7. Sheriff or Assistant Sheriff Approval of Search Warrants.

27 Should the need arise for COUNTY law enforcement personnel, including
28 COUNTY law enforcement personnel acting under contract with any city within

1 the COUNTY, to obtain a warrant to search land, property or facilities owned by
 2 the SOBOBA BAND, such warrant application shall not be submitted to a court for
 3 issuance unless and until said warrant application, including all supporting
 4 affidavit(s), is reviewed and has been approved by either the Sheriff or an Assistant
 5 Sheriff. The COUNTY shall maintain a written record of such review and approval,
 6 which shall be produced to the SOBOBA BAND upon the Soboba Tribal Council's
 7 request. The approval process described in this Section shall only apply to warrants
 8 relating to land, property or facilities owned by the SOBOBA BAND itself for
 9 tribal purposes, not to warrants relating to Reservation land, property or facilities
 10 owned, assigned to or occupied by individuals, whether or not enrolled in the
 11 SOBOBA BAND. To facilitate compliance with the terms of this Agreement, the
 12 Sheriff shall provide a copy of this Agreement to the commanders of each RSO
 13 station and division, both current and in the future, and shall review its contents
 14 with such commanders, who in turn shall inform their subordinates of its contents.

15 8. Execution of Search Warrants as to Tribal Government Computer
 16 Systems and Other Tribal Government Personal Property.

17 A. SOBOBA BAND Computer Systems.

18 The COUNTY acknowledges that the SOBOBA BAND is a government that
 19 provides essential governmental programs and services to the Soboba Reservation
 20 and persons thereon, and that the SOBOBA BAND's government cannot deliver
 21 those programs and services or otherwise operate effectively without its fully
 22 functioning computer systems, located both in the tribal Administration Building
 23 and in the offices of the Soboba Tribal Gaming Commission. The COUNTY
 24 further acknowledges that the SOBOBA BAND's principal source of revenue to
 25 fund the tribal government's programs and services is derived from the operation of
 26 the Soboba Casino and Resort, operation and regulation of which is overseen by the
 27 Soboba Tribal Gaming Commission, and that the Soboba Tribal Gaming
 28 Commission operates a separate system of tribally-owned computers, servers and

1 video surveillance cameras unconnected to the computer systems housed in the
2 tribal Administration Building. The COUNTY further acknowledges that under the
3 Indian Gaming Regulatory Act, the SOBOBA BAND's Gaming Ordinance and the
4 Class III gaming compact between the SOBOBA BAND and the State of
5 California, the Soboba Casino and Resort cannot lawfully operate unless the
6 Soboba Tribal Gaming Commission's computerized video surveillance system is
7 functional. Finally, the COUNTY acknowledges that removal of the computer
8 systems located either in the tribal Administration Building or at the Soboba Tribal
9 Gaming Commission would effectively shut down the SOBOBA BAND's tribal
10 government and leave the Soboba Reservation community without the essential
11 governmental services that only the tribal government now provides. Accordingly,
12 the COUNTY agrees that in the course of executing a search warrant seeking data
13 from the SOBOBA BAND's computer systems, no components of the SOBOBA
14 BAND's computer systems may be disabled or removed unless the Sheriff and the
15 Tribal Chairperson, or if the Chairperson is unavailable, the Vice Chairperson,
16 agree that all feasible means for copying the sought-after data on-site have been
17 exhausted without success. In the event that the Sheriff and the Tribal Chairperson
18 or Vice Chairperson are unable to agree that all feasible means for copying the
19 sought-after data on site have been exhausted without success, the Sheriff may
20 apply to the District Court for an expedited determination whether the computer
21 server(s) on which the data are stored may be removed, and the parties shall abide
22 by that determination. If the District Court orders that the computer server may be
23 removed, the SOBOBA BAND will be entitled to retain the backup server(s)
24 needed to restore the Tribal government's ability to continue to function in its
25 normal manner. If the SOBOBA BAND changes the configuration of its
26 government and/or Soboba Tribal Gaming Commission computer system(s) so that
27 video surveillance footage is recorded on servers dedicated solely to that purpose,
28 and if video surveillance footage is the sole object of a search warrant, only those

1 servers on which video surveillance footage is stored may be searched and/or
 2 removed pursuant to this Agreement. The SOBOBA BAND agrees that during the
 3 course of the execution of a search warrant issued pursuant to the procedures set
 4 forth in this Agreement, it will not intentionally install or allow to be installed any
 5 computer software, or otherwise take any intentional action, that would destroy,
 6 corrupt or prevent the copying of computer files by RSO personnel and/or their
 7 agents while executing such a search warrant; *provided*, that nothing herein shall
 8 preclude the SOBOBA BAND from protecting its computer systems and the data
 9 stored thereon from unauthorized access, tampering or other compromises to the
 10 systems' security through encryption or other means.

11 B. Other SOBOBA BAND government personal property.

12 Other SOBOBA BAND government personal property located in the tribal
 13 Administration Building may not be removed unless authorized by a search
 14 warrant issued on the basis that there is probable cause to believe such property
 15 was used, or otherwise involved in, the commission of a felony, or contains
 16 evidence of the commission of a felony.

17 9. Protocols for RSO Entry and Exercise of Jurisdiction on the
 18 Reservation.

19 The COUNTY shall exercise the jurisdiction conferred upon the State of
 20 California to enforce California's criminal laws against individuals in Indian
 21 country in a manner that least disrupts or intrudes upon the normal functioning of
 22 the SOBOBA BAND'S government, consistent with the COUNTY's need to
 23 accomplish legitimate law enforcement objectives while protecting the safety of
 24 officers and the public. To respect the SOBOBA BAND'S sovereignty over its
 25 Reservation lands and the privacy of the Reservation community, the following
 26 protocols shall be followed for entry of all COUNTY law enforcement personnel
 27 onto Reservation lands that are closed to the general public, being those
 28 Reservation lands that are east of the Soboba Department of Public Safety guard

1 kiosk on Soboba Road for official County law enforcement business:

2 9.1 Non-Exigent Circumstances:

3 a. Uniformed law enforcement officers driving in marked
4 law enforcement vehicles with uniforms matching the vehicles, and either having
5 been invited by the tribal government to attend a meeting at the Administration
6 Building or elsewhere on the Reservation, acting pursuant to a separate
7 Memorandum of Agreement for patrol services between the COUNTY and the
8 SOBOBA BAND, acting pursuant to official law enforcement business, or to
9 otherwise execute a Superior Court warrant to search a residence or arrest an
10 individual, will be granted immediate access through the entry gate without having
11 to show official identification or proof of invitation. This Agreement shall have
12 no application to execution of warrants issued by any other court and/or
13 administrative body;

14 b. Uniformed law enforcement officers or other uniformed
15 law enforcement personnel driving unmarked vehicles, and either having been
16 invited by the tribal government to attend a meeting at the Administration Building
17 or elsewhere on the Reservation, acting on official law enforcement business,
18 acting pursuant to a separate Memorandum of Agreement for patrol services
19 between the COUNTY and the SOBOBA BAND, or to otherwise execute a warrant
20 to search a residence or arrest an individual, will be granted immediate access
21 through the entry gate without having to show official identification;

22 c. Plain-clothes law enforcement officers or other law
23 enforcement personnel driving marked or unmarked vehicles will be granted access
24 through the entry gate immediately upon presenting official identification.

25 9.2 Community Caretaking, Emergency or Exigent Circumstances:

26 a. Upon observing an approaching Riverside Sheriff's
27 Department or other law enforcement vehicle(s) on which red lights and/or siren
28 have been activated, the Soboba Department of Public Safety officer staffing the

guard kiosk immediately shall open the gate and permit unimpeded passage of the vehicle. Law enforcement officers shall comply with General Orders as they relate to Code 3 (lights and sirens) responses.

b. If, due to exigent circumstances, activation of a vehicle's siren would interfere with or frustrate the purpose for law enforcement's entry onto the Reservation, activation of the vehicle's red lights upon approaching the guard kiosk will suffice to grant immediate passage through the entry gate.

c. Upon notification by law enforcement dispatch to the Soboba Department of Public Safety that a law enforcement agency vehicle is in pursuit of a fleeing vehicle or suspect, or responding to a 911 call from the Reservation, the law enforcement agency vehicle(s) involved will be given immediate access through the entry gate.

10. Continuing Jurisdiction of Court.

The Court shall retain jurisdiction over the Action for a period of five years from the date of this Agreement (hereinafter, the "Termination Date"), for the purposes of (a) overseeing the implementation of this Agreement. The PARTIES may extend the Termination Date pursuant to subsequent written agreement signed by authorized individuals of each PARTY. The PARTIES anticipate that every effort will be made by the PARTIES to resolve the issues prior to seeking review by the District Court. The PARTIES agree that the District Court will have the authority to enforce the terms of the agreement and resolve disputes as they may arise. The PARTIES agree to make reasonable efforts to exhaust meet and confer attempts prior to contacting the Court, except in instances where the health or safety of individuals is at risk of imminent harm. In resolving any dispute, the Court may enforce any rights available to a PARTY under this Agreement, subject to sufficient notice, opportunity to be heard, briefing, evidence, and other due process. The Court shall not be empowered to award money damages to any Party as a result of any Dispute submitted to this process, but shall be authorized to grant

1 such non-monetary relief as the Court deems appropriate under the circumstances,
 2 and to award to the prevailing PARTY reasonable attorneys' fees and any costs
 3 incurred in seeking and obtaining the order.

4 11. Release and Covenant Not to Sue.

5 11.1 In consideration for the terms of this Agreement, SOBOBA
 6 BAND hereby releases and forever discharges the COUNTY, as well as its present
 7 and former Sheriff, deputies, employees, agents, managers, officers, directors,
 8 Board of Supervisor members, insurance companies, attorneys, departments, and
 9 divisions or affiliated entities, whether previously or hereafter affiliated in any
 10 manner, from and against any and all claims, demands, causes of action,
 11 obligations, damages, attorneys' fees, costs, and liabilities, arising from and
 12 relating to the events detailed in this Action of any nature whatsoever, whether or
 13 not now known, suspected, or claimed, which the SOBOBA BAND has, or ever
 14 may claim to have, as against the COUNTY, whether directly or indirectly,
 15 relating to or arising out of (a) the Action, and/or (b) any claims raised in, or that
 16 could have been raised in, and specific to the Action.

17 11.2 The release set forth above is a release of ALL claims, demands,
 18 causes of action, obligations, damages, and liabilities, of any nature whatsoever,
 19 and is intended to encompass all known and unknown, foreseen and unforeseen,
 20 claims that are possessed by the SOBOBA BAND and within the scope of the
 21 Released Claims based solely and only on the specific events giving rise to this
 22 Action. To effectuate the intent of the PARTIES, the SOBOBA BAND expressly
 23 agrees to waive and relinquish all rights and benefits it may have under Section
 24 1542 of the Civil Code of the State of California, which reads as follows:

25 § 1542. [GENERAL RELEASE; EXTENT] A GENERAL RELEASE
 26 DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR
 27 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
 28 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH
 IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11.3 The SOBOBA BAND warrants that it has made no assignment, and will make no assignment, of any claim, chose in action, right of action, or any right, of any kind whatsoever, within the scope of the Released Claims, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorneys' fees, costs, expenses, losses, or claims within the scope of the Released Claims.

12. Dismissal of the Action. At the conclusion of the Court's retained jurisdiction, the SOBOBA BAND will take all necessary actions and file all necessary documents to effectuate dismissal of the Action, with prejudice.

13. Costs and Attorneys' Fees.

Except as set forth above, the PARTIES shall bear their own costs, expenses, and attorneys' fees in relation to or arising out of (a) the Action, (b) the resolution, negotiation, and settlement of the Action, including the negotiation of this Agreement, and (c) the implementation of this Agreement, including the resolution of any Dispute.

14. Non-Admission of Liability. By entering into this Agreement, the COUNTY admits no liability, and explicitly denies any liability or wrongdoing of any kind arising out of or relating to any of the claims alleged in the Action. Nothing herein constitutes an admission by the COUNTY as to any interpretation of laws, or as to the merits, validity, or accuracy of any of the claims or legal contentions made against it in the Action. The COUNTY and the SOBOBA BAND have entered into this Agreement solely to avoid the time, expense, and risk of continued litigation.

15. Knowing and Voluntary. This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the PARTIES. The PARTIES, and each of them, specifically represent that, prior to signing this Agreement, (a) they have each been provided a reasonable period of

1 time within which to consider whether to accept this. Agreement, (b) they have
2 each carefully read and fully understand all of the provisions of this Agreement,
3 and (c) they are voluntarily, knowingly, and without coercion entering into this
4 Agreement based upon their own judgment. The SOBOBA BAND further
5 specifically represents that, prior to signing this Agreement, it has conferred with
6 counsel of its choice to the extent desired concerning the legal effect of this
7 Agreement, and that the legal effect of this Agreement has been adequately
8 explained to it.

9 16. Entire Agreement. This Agreement constitutes the entire agreement
10 between the SOBOBA BAND and the COUNTY regarding the matters discussed
11 herein and supersedes any and all other agreements, understandings, negotiations,
12 or discussions, either oral or in writing, express or implied, between the SOBOBA
13 BAND and the COUNTY relating to the subject matter hereof. The SOBOBA
14 BAND and the COUNTY each acknowledge that no representations, inducements,
15 promises, agreements, or warranties, oral or otherwise have been made by them, or
16 anyone acting on their behalf, which are not embodied in this Agreement, that they
17 have not executed this Agreement in reliance on any such representation,
18 inducement, promise; agreement, or warranty, and that no representation,
19 inducement, promise, agreement, or warranty not contained in this Agreement,
20 including, but not limited to, any purported supplements, modifications, waivers, or
21 terminations of this Agreement, shall be valid or binding, unless executed in
22 writing by the PARTIES to this Agreement. Any alteration, change, or
23 modification of or to this Agreement shall be made by written instrument executed
24 by each Party hereto in order to become effective.

25 17. Warranty of Authority. Each individual or entity that executes this
26 Agreement represents and warrants, in his, her, or its personal capacity, that he,
27 she, or it is duly authorized and empowered to enter into this Agreement on
28 behalf of the PARTY it purports to represent.

1 18. Counterparts. This Agreement may be executed in multiple
2 counterparts, each of which shall be considered an original but all of which shall
3 constitute one agreement.

4 IN WITNESS WHEREOF, this Settlement Agreement is hereby entered into
5 and executed by the PARTIES hereto on the dates set forth below.

6 Dated: 7/2/19

COUNTY OF RIVERSIDE

7 By: 
8 SHERIFF CHAD BIANCO

9
10 Dated: 7/2/19

SOBOBA BAND OF LUISEÑO INDIANS

11
12 By: 
13 CHAIRMAN SCOTT COZART

14
15 **Approved as to form and content:**

16 Dated: July 2, 2019

JONES & MAYER

17 By: 
18 JAMES R. TOUCHSTONE
19 DENISE L. ROCAWICH
Attorneys for County of Riverside

20 Dated: 7/2/19

FORMAN & ASSOCIATES

21 By: 
22 GEORGE FORMAN
23 Attorneys for Soboba Band of Luiseno
24 Indians